
TOO GOOD TO BE TRUE....

A Column on Consumer Issues

by Attorney General Wayne Stenehjem's
Consumer Protection and Antitrust Division

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MAGAZINE TELEPHONE SALES CAN LEAVE YOU IN A BIND

Some magazine telemarketers can give you a subscription for financial agony. They may trick consumers into paying hundreds of dollars for multi-year subscriptions to magazines the consumers don't want or can't afford. The telephone sales pitch can be so slick that many consumers don't even realize they have bought magazines until the bill arrives.

What typically happens is a telephone solicitor will offer several magazines for a low weekly or monthly fee. Some telemarketers avoid identifying themselves as magazine salespeople. Some telephone solicitors may ask for a credit card number for "verification" purposes, then use the number to charge unwanted subscriptions. When consumers get a statement from the magazine subscription company, they find they owe \$300 to \$600 a year. The callers may even claim the company is "regulated" or "approved" by the government, when no government agency exists to approve magazine-selling operations.

The high cost for magazines is only the beginning. Some consumers are offered one-year subscriptions and then billed for two years. Some companies say they will bill every other month, but then they bill each month. Some consumers will get frequent renewal notices that are so confusing they don't know which magazines they are renewing or if the subscriptions require renewal.

If you try to cancel the contract, watch out. The magazine subscription firms often record the conversation they have with you and claim the recording is proof the deal is legitimate. The magazine firms often threaten legal action for nonpayment.

But these companies often break the law when they solicit your business, and that is grounds for you to break the contract. North Dakota's home solicitation sales law gives you three days to cancel a contract when a seller has contacted you over the phone or away from the seller's normal place of business. People 65 years or older have 15 days to cancel. The seller must inform you of this right verbally and in writing. You must also sign a written contract and receive a copy of it for the contract to be legally binding. This law applies to purchases of \$25 or more. The three-day or 15-day right to cancel begins once you receive the written agreement.

The best way to protect yourself from unscrupulous sales presentations is to be suspicious when anyone tries to sell you a bargain over the phone. Listen carefully to the initial sales pitch. If you are not interested, ask them to remove your name from their telemarketing list and hang up.

If you are interested in buying, ask for the total cost of your order, the period of time covered, and find out what individual subscriptions cost. Ask the salesperson for the name, address, and telephone number of the company.

Before you buy, check the subscription cost against another seller. Ask for a written copy of the sales terms. If you receive a sales agreement, read it carefully to understand what you will be receiving and what it will cost.

Don't give your credit card number over the phone for verification or "computer purposes." Charges may show up on your account for magazines you never wanted.

If you decide to cancel, immediately write to the company. Keep a copy of any correspondence in case you have further problems.

The Attorney General's Consumer Protection Division investigates allegations of fraud in the marketplace. Investigators also mediate individual complaints against businesses. If you have a consumer problem or question, call the Consumer Protection Division at 328-3404, toll-free at 1-800-472-2600, or 1-800-366-6888 (w/TTY). This article and other consumer information is located on our website at www.ag.state.nd.us.

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